

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**GOLDHABER RESEARCH
ASSOCIATES, LLC,**

Plaintiff,

-against-

**TOMMY JACKS, P.C. d/b/a THE JACKS
LAW FIRM and BLIZZARD, MCCARTHY
& NABERS, LLP,**

Defendants.

CASE NO. 06-Cv-13628 (SHS)

**STIPULATION FOR
JUDGMENT AGAINST
DEFENDANT TOMMY JACKS,
P.C. d/b/a THE JACKS LAW
FIRM**

Plaintiff Goldhaber Research Associates, LLC (hereafter "GOLDHABER") and
defendant Tommy Jacks, P.C. d/b/a The Jacks Law Firm, (hereafter "JACKS") by and through
their attorneys of record stipulate and agree as follows:

1. GOLDHABER and JACKS enter into this Stipulation for Entry of Judgment with
reference to the following facts:

A. On December 1, 2006, GOLDHABER filed a complaint in the United States
District Court for the Southern District of New York, Case Number 06-CV-13628 (SHS) against
JACKS. This remains the operative complaint in this action. JACKS responded by filing its
answer and motion to dismiss for lack of personal jurisdiction on December 26, 2006, asserting
its denial both generally and specifically as to all the allegations of the complaint.

B. The action concerns GOLDHABER's claim that JACKS owes money to
GOLDHABER arising out of an agreement for GOLDHABER to provide expert witness services
to JACKS. GOLDHABER alleges that JACKS has failed to pay monies due in the sum of

\$156,506.22 for services provided by GOLDHABER in accordance with JACKS' instructions.

C. JACKS asserted and alleged various defenses, including that JACKS never agreed to pay GOLDHABER any fees relating to the work GOLDHABER claims it undertook. GOLDHABER denies these allegations and disputes these defenses. Now, GOLDHABER and JACKS wish to settle the allegations in this lawsuit through this stipulated judgment.

2. This agreement settles and concludes all claims between them for costs and attorney's fees as of the date of entry of this judgment. The parties hereby waive any causes of action arising out of the commencement or conduct of this lawsuit.

3. JACKS authorizes entry of judgment upon GOLDHABER's submission of this stipulated judgment without any notice of hearing. The Court will enter judgment in this action, pursuant to this stipulation, on request of GOLDHABER, without notice to JACKS as follows:

IT IS ORDERED THAT JACKS pays GOLDHABER damages in the sum of One Hundred Twenty Five Thousand U.S. Dollars and NO CENTS (\$125,000.00); and IT IS ORDERED THAT each party bear its own costs, including attorney's fees, as of the date of the entry of judgment.

4. JACKS hereby waives Notice of Entry of Judgment.

5. On entry, this judgment will become final and execution may be levied on it immediately, and an abstract of judgment may be recorded or filed in any jurisdiction. On entry of judgment, GOLDHABER will have the right to seek a sister state judgment in any jurisdiction within the United States of America. Also under this agreement, GOLDHABER will have the right to seek a judgment in a foreign country to collect on this judgment.

6. JACKS hereby knowingly, intelligently and voluntarily waives all rights in this matter to a trial, a trial by jury, an appeal, a motion to vacate judgment, a motion for a new trial,

a collateral attack on the Judgment or any other rights and remedies that it may have now or at any time hereafter to attack the Judgment entered in this matter, and said Judgment shall, upon its entry, be final for all purposes.

7. This Court shall retain jurisdiction over the enforcement of this judgment.

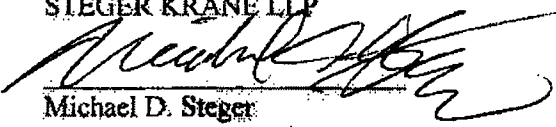
8. The signing of this agreement does not constitute an admission either of liability or that any claim or action is with or without merit.

9. Counsel for GOLDHABER and JACKS represent that they each have the full right, power and authority to enter into this stipulation judgment on behalf of the respective parties.

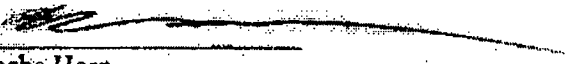
10. This action is hereby discontinued with prejudice and without costs to any party.

THE FOREGOING IS AGREED:

STEGER KRANE LLP


Michael D. Steger
Attorneys for Plaintiff
1601 Broadway, Floor 12
New York, NY 10019
(212) 736-6800
Dated: January __, 2015

SEEGER WEISS, LLP


Moshe Horn
Attorneys for Defendant
77 Water Street, Floor 26
New York, NY 10005
(212) 584-0700
Dated: January __, 2015

ORDER

The Court having reviewed the foregoing Stipulation, and good cause appearing therefore, the Parties' Stipulation for Judgment is hereby entered.

SO ORDERED this 20th day of January 2015.


SIDNEY H. STEIN, U.S.D.C. *tn*